

## **EXHIBIT A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
HERLINDA FRANCISCO, on behalf of herself,  
FLSA Collective Plaintiffs and the Class,

Case No. 19-CV-01649 (PKC)(ST)

Plaintiff,

-v.-

NY TEX CARE, INC., d/b/a GREEN & WHITE  
DRY CLEANERS, and INSUN YUN,

Defendants.

-----X  
**OFFER OF JUDGMENT TO  
HERLINDA FRANCISCO  
PURSUANT TO RULE 68  
OF THE FEDERAL RULES  
OF CIVIL PROCEDURE**

To: C. K. Lee, Esq.  
Lee Litigation Group, PLLC  
148 West 24<sup>th</sup> Street, 8<sup>th</sup> Fl.  
New York, NY 10011  
(212) 465-1188  
Cklee@leelitigation.com  
*Attorneys for Plaintiff*

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants NY TEX CARE, INC. d/b/a GREEN & WHITE DRY CLEANERS, and INSUN YUN, (collectively "Defendants") hereby offer to allow judgment to be taken against them by Plaintiff HERLINDA FRANCISCO ("Plaintiff") in the above-captioned action in the total sum of Thirty Thousand Dollars and No Cents (\$30,000.00), inclusive of all attorney's fees, interest, costs and expenses to date of this offer, in full and final settlement of all of Plaintiff's individual claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action.

This judgment shall be in full satisfaction of all individual federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any owner, employee, or agent, either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules

of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendants; nor is it an admission that Plaintiff suffered any damages.

In order for Plaintiff to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment to resolve his individual claims. An offer not accepted within the specified period for acceptance will be deemed withdrawn. For the avoidance of doubt, the class claims raised in this lawsuit remain unresolved and unadjudicated.

Dated: Forest Hills, New York  
May 4, 2022



Arthur H. Forman

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Forest Hills, NY 11375  
(Tel) 718 268-2616

Email: [ahf@ahforman.com](mailto:ahf@ahforman.com)

*Attorney for Defendants*

**CERTIFICATE OF SERVICE**

I certify that the foregoing Document(s) was(were) sent by regular mail, and by email, this day to the following:

C.K. Lee, Esq.  
Lee Litigation Group, PLLC  
148 West 24<sup>th</sup> Street, 8<sup>th</sup> Fl.  
New York, NY 10011  
Cklee@leelitigation.com

May 4, 2022



Arthur H. Forman